

James R. Touchstone, SBN 184584
jrt@jones-mayer.com

Denise L. Rocawich, SBN 232792
dlr@jones-mayer.com

JONES & MAYER
3777 North Harbor Boulevard
Fullerton, CA 92835
Telephone: (714) 446-1400
Facsimile: (714) 446-1448

Attorneys for Defendants CITY OF
REDLANDS and OFFICER KOAHOU

LAW OFFICE OF SHARON J. BRUNNER
Sharon J. Brunner, Esq. (SBN: 229931)
Email: sharonjbrunner@yahoo.com
14393 Park Avenue, Suite 100
Victorville, CA 92392
Tel: (760) 243-9997
Fax: (760) 843-8155

LAW OFFICE OF JAMES S. TERRELL
James S. Terrell, Esq. (SBN. 170409)
Email: jim@talkterrell.com
15411 Anacapa Road
Victorville, California 92392
Tel: (760) 951-5850
Fax: (760) 952-1085

Attorneys for Plaintiff, JUSTIN CODY HARPER

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JUSTIN CODY HARPER,

Plaintiff,

v.

CITY OF REDLANDS,
REDLANDS POLICE
DEPARTMENT, POLICE
OFFICER KOAHOU and DOES 1-
10, INCLUSIVE.

Defendants.

Case No.: 5:23-cv-00695 SSS (KK)

**STIPULATED PROTECTIVE
ORDER¹**

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Kenly Kato Procedures.

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 The Parties represent that pre-trial discovery in this case is likely to
13 include the production of information and/or documents that are confidential
14 and/or privileged including the production of peace officer personnel file
15 information and/or documents which the Parties agree includes: (1) Personal
16 data, including marital status, family members, educational and employment
17 history, home addresses, or similar information; (2) Medical history; (3) Election
18 of employee benefits; (4) Employee advancement, appraisal, or discipline; and
19 (5) Complaints, or investigations of complaints, concerning an event or
20 transaction in which a peace officer participated, or which a peace officer
21 perceived, and pertaining to the manner in which the peace officer performed his
22 or her duties including compelled statements by peace officers unless specifically
23 denoted as “not confidential” pursuant to Penal Code section 832.7. Defendants
24 contend that such information is privileged as official information. Sanchez v.
25 City of Santa Ana, 936 F.2d 1027, 1033 (9th Cir. Cal. 1990); see also Kerr v.
26 United States Dist. Ct. for N.D. Cal., 511 F.2d 192, 198 (9th Cir.1975), aff'd, 426
27 U.S. 394, 96 S.Ct. 2119, 48 L.Ed.2d 725 (1976). Further, discovery may require
28

1 the production of certain Redlands Police Department Policies and Procedures
 2 not available to the public and the public disclosure of which could comprise
 3 officer safety, raise security issues, and/or impede investigations. Peace officer
 4 personnel file information and/or documents and security-sensitive policies and
 5 procedures are hereinafter referred to as "Confidential Information".

6 Defendants contend that that public disclosure of such material poses a
 7 substantial risk of embarrassment, oppression and/or physical harm to peace
 8 officers whose Confidential Information is disclosed. The Parties further agree
 9 that the risk of harm to peace officers is greater than with other government
 10 employees due to the nature of their profession. Finally, the Defendants contend
 11 that the benefit of public disclosure of Confidential Information is minimal while
 12 the potential disadvantages are great.

13 Accordingly, good cause exists for entry of this Protective Order to
 14 facilitate pre-trial disclosure while assuring the safety of these sensitive
 15 disclosures. See Fed. R. Civ. Proc. 26(c).

16 **C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING**
 17 **UNDER SEAL**

18 The parties further acknowledge, as set forth in Section 12.3, below, that
 19 this Stipulated Protective Order does not entitle them to file confidential
 20 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
 21 be followed and the standards that will be applied when a party seeks permission
 22 from the court to file material under seal.

23 There is a strong presumption that the public has a right of access to
 24 judicial proceedings and records in civil cases. In connection with non-
 25 dispositive motions, good cause must be shown to support a filing under seal.
 26 *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir.
 27 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002);

1 *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999)
2 (even stipulated protective orders require good cause showing), and a specific
3 showing of good cause or compelling reasons with proper evidentiary support
4 and legal justification, must be made with respect to Protected Material that a
5 party seeks to file under seal. The parties' mere designation of Disclosure or
6 Discovery Material as CONFIDENTIAL does not—without the submission of
7 competent evidence by declaration, establishing that the material sought to be
8 filed under seal qualifies as confidential, privileged, or otherwise protectable—
9 constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial,
11 then compelling reasons, not only good cause, for the sealing must be shown,
12 and the relief sought shall be narrowly tailored to serve the specific interest to be
13 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
14 2010). For each item or type of information, document, or thing sought to be
15 filed or introduced under seal in connection with a dispositive motion or trial, the
16 party seeking protection must articulate compelling reasons, supported by
17 specific facts and legal justification, for the requested sealing order. Again,
18 competent evidence supporting the application to file documents under seal must
19 be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise protectable
21 in its entirety will not be filed under seal if the confidential portions can be
22 redacted. If documents can be redacted, then a redacted version for public
23 viewing, omitting only the confidential, privileged, or otherwise protectable
24 portions of the document shall be filed. Any application that seeks to file
25 documents under seal in their entirety should include an explanation of why
26 redaction is not feasible.

27 //

1 **2. DEFINITIONS**

2 2.1 Action: This pending federal lawsuit – *Justin Cody Harper, an*
 3 *individual v. City of Redlands, Redlands Police Officer Koahou, and Does 1-10,*
 4 *inclusive*, Case No. 5:23-cv-00695 SSS (KK).

5 2.2 Challenging Party: A Party or Non-Party that challenges the
 6 designation of information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: Information (regardless
 8 of how it is generated, stored or maintained) or tangible things that qualify for
 9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 10 the Good Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 12 their support staff).

13 2.5 Designating Party: A Party or Non-Party that designates information
 14 or items that it produces in disclosures or in responses to discovery as
 15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: All items or information,
 17 regardless of the medium or manner in which it is generated, stored, or
 18 maintained, that are produced or generated in disclosures or responses to
 19 discovery in this matter.

20 2.7. Expert: A person with specialized knowledge or experience in a
 21 matter pertinent to the litigation who has been retained by a Party or its counsel
 22 to serve as an expert witness or as a consultant in this Action.

23 2.8 House Counsel: City Attorney including his or her staff.

24 2.9 Non-Party: Any natural person including employees and former
 25 employees, agency, partnership, corporation, association, or other legal entity not
 26 named as a Party to this action.

27 2.10 Outside Counsel of Record: Attorneys who are retained to represent
 28

1 or advise a party to this Action and have appeared in this Action on behalf of that
 2 party or are affiliated with a law firm which has appeared on behalf of that party
 3 and includes support staff.

4 2.11 Party: Any party to this Action, including all of its officers,
 5 directors, employees, consultants, retained experts, and Outside Counsel of
 6 Record and House Counsel (and their support staff).

7 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
 8 Discovery Material in this Action.

9 2.13 Professional Vendors: Persons or entities that provide litigation
 10 support services (e.g., photocopying, videotaping, translating, preparing exhibits
 11 or demonstrations, and organizing, storing, or retrieving data in any form or
 12 medium) and their employees and subcontractors.

13 2.14 Protected Material: Any Disclosure or Discovery Material that is
 14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: A Party that receives Disclosure or Discovery
 16 Material from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only
 19 Protected Material (as defined above), but also (1) any information copied or
 20 Extracted from Protected Material; (2) all copies, excerpts, summaries, or
 21 compilations of Protected Material; and (3) any testimony, conversations, or
 22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of
 24 the trial judge. This Order does not govern the use of Protected Material at trial.

25 **4. DURATION**

26 Once a case proceeds to trial, information that was designated as
 27 CONFIDENTIAL or maintained pursuant to this protective order used or
 28

1 introduced as an exhibit at trial becomes public and will be presumptively
2 available to all members of the public, including the press, unless compelling
3 reasons supported by specific factual findings to proceed otherwise are made to
4 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
5 (distinguishing “good cause” showing for sealing documents produced in
6 discovery from “compelling reasons” standard when merits-related documents
7 are part of court record). Accordingly, the terms of this protective order do not
8 extend beyond the commencement of the trial.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for
11 Protection. Each Party or Non-Party that designates information or items
12 for protection under this Order must take care to limit any such designation to
13 specific material that qualifies under the appropriate standards. The Designating
14 Party must designate for protection only those parts of material, documents,
15 items, or oral or written communications that qualify so that other portions of the
16 material, documents, items, or communications for which protection is not
17 warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited.
19 Designations that are shown to be clearly unjustified or that have been made for
20 an improper purpose (e.g., to unnecessarily encumber the case development
21 process or to impose unnecessary expenses and burdens on other parties) may
22 expose the Designating Party to sanctions.

23 If it comes to a Designating Party’s attention that information or items that
24 it designated for protection do not qualify for protection, that Designating Party
25 must promptly notify all other Parties that it is withdrawing the inapplicable
26 designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided
28

1 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
2 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
3 for protection under this Order must be clearly so designated before the material
4 is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) For information in documentary form (e.g., paper or
7 electronic documents, but excluding transcripts of depositions or other pretrial or
8 trial proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party
15 has indicated which documents it would like copied and produced. During the
16 inspection and before the designation, all of the material made available for
17 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
18 identified the documents it wants copied and produced, the Producing Party must
19 determine which documents, or portions thereof, qualify for protection under this
20 Order. Then, before producing the specified documents, the Producing Party
21 must affix the “CONFIDENTIAL legend” to each page that contains Protected
22 Material. If only a portion or portions of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins).

25 (b) For testimony given in depositions that the Designating Party
26 identify the Disclosure or Discovery Material on the record, before the close of
27 the deposition all protected testimony.

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

//

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that
 3 is disclosed or produced by another Party or by a Non-Party in connection with
 4 this Action only for prosecuting, defending, or attempting to settle this Action.
 5 Such Protected Material may be disclosed only to the categories of persons and
 6 under the conditions described in this Order. When the Action has been
 7 terminated, a Receiving Party must comply with the provisions of Section 13
 8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at
 10 a location and in a secure manner that ensures that access is limited to the
 11 persons authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) The Receiving Party’s Outside Counsel of Record in this
 17 Action, as well as employees of said Outside Counsel of Record to whom it is
 18 reasonably necessary to disclose the information for this Action;

19 (b) The officers, directors, and employees (including House
 20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
 21 this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to
 23 whom disclosure is reasonably necessary for this Action and who have signed
 24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) The Court and its personnel;

26 (e) Court reporters and their staff;

27 (f) Professional jury or trial consultants, mock jurors, and
 28

Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) Promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by
2 the subpoena or order is subject to this Protective Order. Such notification shall
3 include a copy of this Stipulated Protective Order; and

4 (c) Cooperate with respect to all reasonable procedures sought to be
5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served
7 with the subpoena or court order shall not produce any information designated in
8 this action as “CONFIDENTIAL” before a determination by the court from
9 which the subpoena or order issued, unless the Party has obtained the
10 Designating Party’s permission. The Designating Party shall bear the burden and
11 expense of seeking protection in that court of its confidential material and
12 nothing in these provisions should be construed as authorizing or encouraging a
13 Receiving Party in this Action to disobey a lawful directive from another court.

14 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
18 information produced by Non-Parties in connection with this litigation is
19 protected by the remedies and relief provided by this Order. Nothing in these
20 provisions should be construed as prohibiting a Non-Party from seeking
21 additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) Promptly notify in writing the Requesting Party and the Non-
27 Party that some or all of the information requested is subject to a confidentiality
28

1 agreement with a Non-Party;

2 (2) Promptly provide the Non-Party with a copy of the Stipulated
3 Protective Order in this Action, the relevant discovery request(s), and a
4 reasonably specific description of the information requested; and

5 (3) Make the information requested available for inspection by
6 the Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this court
8 within 14 days of receiving the notice and accompanying information, the
9 Receiving Party may produce the Non-Party's confidential information
10 responsive to the discovery request. If the Non-Party timely seeks a protective
11 order, the Receiving Party shall not produce any information in its possession or
12 control that is subject to the confidentiality agreement with the Non-Party before
13 a determination by the court. Absent a court order to the contrary, the Non-Party
14 shall bear the burden and expense of seeking protection in this court of its
15 Protected Material.

16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not authorized
19 under this Stipulated Protective Order, the Receiving Party must immediately (a)
20 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
21 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
22 inform the person or persons to whom unauthorized disclosures were made of all
23 the terms of this Order, and (d) request such person or persons to execute the
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
25 Exhibit A.

26 //

27 //

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of
 10 disclosure of a communication or information covered by the attorney-client
 11 privilege or work product protection, the parties may incorporate their agreement
 12 in the Stipulated Protective Order submitted to the Court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 15 any person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 17 Protective Order, no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in
 19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 20 any ground to use in evidence of any of the material covered by this Protective
 21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 24 may only be filed under seal pursuant to a court order authorizing the sealing of
 25 the specific Protected Material at issue. If a Party's request to file Protected
 26 Material under seal is denied by the court, then the Receiving Party may file the
 27 information in the public record unless otherwise instructed by the Court.
 28

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section 4, within
3 sixty (60) days of a written request by the Designating Party, each Receiving
4 Party must return all Protected Material to the Producing Party or destroy such
5 material. As used in this subdivision, “all Protected Material” includes all copies,
6 abstracts, compilations, summaries, and any other format reproducing or
7 capturing any of the Protected Material. Whether the Protected Material is
8 returned or destroyed, the Receiving Party must submit a written certification to
9 the Producing Party (and, if not the same person or entity, to the Designating
10 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
11 all the Protected Material that was returned or destroyed and (2) affirms that the
12 Receiving Party has not retained any copies, abstracts, compilations, summaries
13 or any other format reproducing or capturing any of the Protected Material.
14 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
15 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
16 memoranda, correspondence, deposition and trial exhibits, expert reports,
17 attorney work product, and consultant and expert work product, even if such
18 materials contain Protected Material. Any such archival copies that contain or
19 constitute Protected Material remain subject to this Protective Order as set forth
20 in Section 4 (DURATION).

21 //

22 //

23 //

24 //

25 //

26 //

27 //

1 **14. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 DATED: October 30, 2023

/s/ James S. Terrell

James S. Terrell, Esq.

Sharon J. Brunner, Esq.

Attorneys for Plaintiff Justin Cody Harper,

10
11 DATED: October 30, 2023

/s/Denise L. Rocawich

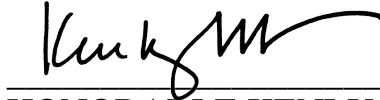
James R. Touchstone, Esq.

Denise L. Rocawich, Esq.

Attorneys for Defendants City of Redlands
And Officer Koahou

15
16
17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18
19 DATED: October 31, 2023



HONORABLE KENLY KIYA KATO
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issue by the United States District Court for the Central District of California
 on _____ [Date] in the case of *Victoria Becerra, an individual and as*
successor in interest to Lance Powell, deceased v. City of Barstow, Chief of
Barstow Police Andrew Espinoza, Jr. and Does 1-10, inclusive, Case No. 5:22-
 cv-00731-MWF-RAO. I agree to comply with and to be bound by all the terms
 of this Stipulated Protective Order and I understand and acknowledge that failure
 to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____